

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

P.O. Box 1947
Sacramento, CA 95812-1947
(916) 341-4200
(916) 341-4203 (FAX)
(916) 327-6318 (TDD)



DATE: November 21, 2007

TO: Low-Income Home Energy Assistance Program (LIHEAP) Providers

FROM: **Original signed by**
Jason Wimbley, Division Chief
Energy & Environmental Services Division

SUBJECT: 2007 LIHEAP Contract Amendment – Release of 2007 Emergency
Contingency Funds (ECF)

We appreciate your prompt response in returning your 2007 ECF Allocation Local Funding Proposal and providing the Department of Community Services and Development (CSD) with the required information to expedite the augmentation of ECF funds as well as a small reallocation of 2006 LIHEAP funds as part of the 2007 LIHEAP Contract Amendment. Enclosed is the contract amendment for your review and execution, which reflects an extension of the contract term from January 1, 2007 through April 30, 2008, increase of your 2007 LIHEAP allocation, and adjustments to initiating the advance repayment provisions.

If you have any questions, please contact your Field Representative.

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

700 North 10th Street, Room 258
Sacramento, CA 95814
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November 21, 2007

To All Low-Income Home Energy Assistance Program Contractors:

2007 LIHEAP Contract Amendment for Emergency Contingency Funds and Contract Extension

Enclosed is your agency's amendment packet for 2007 Low-Income Home Energy Assistance Program (LIHEAP). The amendment adds Emergency Contingency Funds (ECF) to your contract and extends the term of the Agreement. The amendment packet includes two complete copies of the amendment (face sheet, amendment language, exhibit cover sheet, and three attachments). The revised 2007 LIHEAP Allocation spreadsheet is available on the CSD website.

In order to expedite the execution of your amendment packet, please observe the following instructions, and feel free to use this letter as a checklist.

- ☐ If applicable, submit a governing board resolution with an **original signature of your board's authorized representative**. The board's resolution must identify whom it has authorized to sign the 2007 LIHEAP contract and any amendments.
- ☐ Complete the section labeled "CONTRACTOR'S NAME" on both face sheets. Print or type the name and title of the person who is authorized to sign the contract. Print the date signed. Ensure that **your agency's authorized representative has signed both face sheets**. Your agency's authorized representative is the person whom the governing board has specified in its resolution as the official representative to sign the 2007 LIHEAP contract and, if applicable, any amendments.
- ☐ The following exhibit attachments are part of the amendment packet. Please complete them as applicable, and return all copies with the amendment packet. Note: CSD has entered certain allocations Exhibit B, Attachments I, II, and III, as referenced below. **Do not alter these numbers.**

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

- Attachment I 2007 LIHEAP Weatherization Budget
 - Attachment II 2007 LIHEAP Assurance 16/Intake/ECIP/HEAP Budget
 - Attachment III 2007 LIHEAP Nonconsideration Allocations
- ☐ Please return two complete copies of the amendment packet to CSD, and arrange all pages--including the face sheet, exhibit cover sheet, and all three attachments--in the

same order in which you received them. Include your board resolution, advance request (if desired), and your optional transmittal letter, but please do not staple or otherwise attach these documents to the amendments themselves. If the insurance and fidelity bond documents you previously submitted to CSD are still in effect, you do not need to resubmit them. When the amendment is fully executed, Contract Services Unit will mail you one copy for your records.

- ☐ Please return your completed amendment packet within 30 days (45 days for public agencies) to:

Contract Services Unit
Department of Community Services and Development
P.O. Box 1947
Sacramento, CA 95812-1947

Please keep in mind that in order for CSD to execute your amendment, all of your agency's contract documents must be **complete**. Authorized persons must sign the board resolution and both face sheets. Except as waived for self-insured governmental entities, the Certificate of Liability Insurance must name CSD as the Certificate Holder and as an additional insured, except for workers' compensation and fidelity bond. Insurance documents that are on file at CSD must provide proof of current coverage, or you must replace them. Coverage must include workers' compensation insurance, fidelity bond, public liability, and vehicle insurance.

If you have questions regarding this contract process, you may contact Donna Fairchild of my staff at (916) 341-4275. For questions regarding insurance coverage, please contact Suelene Choy of my staff at (916) 341-4265. For questions regarding contractual requirements, reporting forms, or other requirements, please contact your Field Representative.

Sincerely,



Fernando Negrete
Manager, Contract Services Unit

FN:DGF
Enclosures

AGREEMENT NUMBER	AMENDMENT NUMBER
07B-	02.0
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below
- STATE AGENCY'S NAME
Department of Community Services and Development
- CONTRACTOR'S NAME
Sample
2. The term of this Agreement is : January 1, 2007 through April 30, 2008
3. The maximum amount of this Agreement is: \$ Sample Amount
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. The maximum amount of this Agreement payable to Contractor by the State has changed from \$ Sample Amount to \$ Sample Amount, reflecting an increase of \$ Sample Amount.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CALIFORNIA
Department of General Services
Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Sample

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1 Any Drive, Any City, CA 90000

STATE OF CALIFORNIA

AGENCY NAME

Department of Community Services and Development

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Richard J. Bueche, Chief Financial Officer

ADDRESS

700 North 10th Street, Room D215, Sacramento, California 95811-0336

☐ Exempt per _____

07B-

- A. \$0.00 for LIHEAP Weatherization assistance, as set forth in Exhibit B, Attachment I, Column A, CSD 557D.
- B. \$0.00 for LIHEAP Delayed Weatherization assistance, as set forth in Exhibit B, Attachment I, Column B, CSD 557D.
- C. \$0.00 for LIHEAP Assurance 16 Program Costs as set forth in Exhibit B, Attachment II, CSD 537E.
- D. \$0.00 for LIHEAP Intake Program Costs for ECIP and HEAP as set forth in Exhibit B, Attachment II, CSD 537E.
- E. \$0.00 for LIHEAP Administrative Costs for Assurance 16, ECIP, and HEAP as set forth in Exhibit B, Attachment II, CSD 537E.
- F. \$0.00 for LIHEAP ECIP and Leveraging, if applicable: Outreach and its related costs as set forth in Exhibit B, Attachment II, CSD 537E.
- G. \$0.00 for LIHEAP ECIP: Wood, Propane, and Oil assistance as set forth in Exhibit B, Attachment II, CSD 537E.
- H. \$0.00 for LIHEAP ECIP: ECIP Heating and Cooling Service assistance as set forth in Exhibit B, Attachment II, CSD 537E.
- I. \$0.00 for LIHEAP HEAP: Outreach and its related costs as set forth in Exhibit B, Attachment II, CSD 537E.
- J. \$0.00 for LIHEAP HEAP: Wood, Propane, and Oil assistance as set forth in Exhibit B, Attachment II, CSD 537E.
- K. \$0.00 for LIHEAP SWEATS: Severe Weather Energy Assistance and Transportation Services.

2. The term of this Agreement is changed from January 1, 2007 through December 31, 2007 to January 1, 2007 through April 30, 2008.
3. EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, 2. BUDGET GUIDELINES, C. Advance Payments, item 3, is deleted in its entirety and replaced by the following EXHIBIT B, 2. C. 3. to read as follows:

“3. The State will initiate the repayment process of advance funds beginning with the eleventh monthly reporting period of the contract term and ending with the sixteenth month of the contract term period, or whenever 75% of the total amount of this Agreement has been expended. The State shall begin applying approved expenditures to the outstanding advance balance, thereby offsetting any subsequent reimbursements. The State shall determine amounts to be offset by applying the balance of the advance equally into the remaining expenditure reporting periods. An exception may occur if the expenditure reports submitted are less than the applied settlement formula (as described in this section). In that case, the State shall apply the entire reimbursement amounts against the outstanding advance balance.”
4. EXHIBIT B, Attachment I, 2007 LIHEAP Weatherization Budget (CSD 557D) is deleted in its entirety and replaced by the attached Exhibit B, Attachment I, 2007 LIHEAP Weatherization Budget (CSD 557D).
5. EXHIBIT B, Attachment II, 2007 LIHEAP Assurance 16/ECIP/HEAP Budget (CSD 537E) is deleted in its entirety and replaced by the attached Exhibit B, Attachment II, 2007 LIHEAP Assurance 16/ECIP/HEAP Budget (CSD 537E).
6. EXHIBIT B, Attachment III, 2007 LIHEAP Nonconsideration Allocations (CSD 516) is deleted in its entirety and replaced by the attached Exhibit B, Attachment III, 2007 LIHEAP Nonconsideration Allocations (CSD 516).

All other terms and conditions under this Agreement shall remain unchanged.

**2007 LIHEAP Amendment for Release of
Emergency Contingency Fund
Replacement Pages
Effective November 1, 2007**

- **Exhibit B, Attachment I, 2007 LIHEAP Weatherization Budget (CSD 557D)**
- **Exhibit B, Attachment II, 2007 LIHEAP Assurance 16/ ECIP/HEAP Budget (CSD 537E)**
- **Exhibit B, Attachment III, 2007 LIHEAP Nonconsideration Allocations (CSD 516)**